SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the "Agreement") is hereby made and entered into by and between TMM Data, LLC ("TMM Data"), on the one hand, and Ashish Braganza ("Mr. Braganza"), on the other hand. TMM Data and Mr. Braganza are collectively referred to as the "Parties".

WHEREAS, TMM Data has filed a lawsuit against Mr. Braganza in the United States District Court for the Eastern District of North Carolina, captioned as TMM Data, LLC v. Ashish Braganza, No. 5:14-cv-00729 ("the North Carolina litigation");

WHEREAS, Mr. Braganza denies that he has engaged in any wrongdoing as to TMM Data, including but not limited to the claims contained in the North Carolina litigation, and intends to file a Rule 11 motion for sanctions against TMM Data, seeking monetary and other relief; and

WHEREAS, the Parties wish to resolve any and all claims that TMM Data may have against Mr. Braganza, whether known or unknown, including but not limited to any and all claims asserted by TMM Data in the North Carolina litigation, as of the Effective Date of this Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. **Definitions.** In this Agreement, the following terms have the following means:

   a. "Braganza Affiliates" shall include the successors, heirs, assigns, representatives, agents and attorneys of Mr. Braganza.

   b. "TMM Data Affiliates" shall mean the successors, assigns, representatives, agents, employees, parent corporations, subsidiary corporations, insurers, divisions, successor corporations, predecessor corporations, officers, directors, benefit plans, benefit plan administrators, and attorneys of TMM Data.

2. **Voluntary Dismissal with Prejudice**. Within five (5) calendar days after the Effective Date of this Agreement, TMM Data shall file a voluntary dismissal with prejudice of all claims TMM Data has brought in the North Carolina litigation.

3. **Settlement Payment**. In exchange for Mr. Braganza entering into and complying with this Agreement, TMM Data shall pay Mr. Braganza a total of $10,000 (the "Settlement Payment"). The Settlement Payment will be paid via a check made payable to "Ashish Braganza" and will be sent to counsel for Mr. Braganza at The Noble Law Firm, PLLC no later than ten (10) calendar days after the Effective Date of this Agreement.

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4. **Full and General Release and Waiver of Claims by TMM Data**. TMM Data, for itself and the TMM Data Affiliates, hereby fully releases, acquits and forever discharges, to the fullest extent permitted by applicable law, Mr. Braganza and the Braganza Affiliates of and from any and all claims, actions, causes of action, lawsuits, charges, demands, losses, fines, interest, attorneys' fees, costs, and/or damages of any kind whatsoever, whenever, or wherever they arose, whether known or unknown, and whether under tort, contract, federal, state, or local law. Without limiting the generality of the foregoing, this release includes, but is not limited to, any claims TMM Data and/or the TMM Data Affiliates asserted or could have asserted in the North Carolina litigation.

5. **No Claim for Attorneys' Fees or Costs From Braganza as to the North Carolina Litigation**. Mr. Braganza agrees that by signing this Agreement, he is waiving and releasing TMM Data from any claims relating to the attorneys' fees and costs Mr. Braganza has incurred during the North Carolina litigation.

6. **No Admission of Wrongdoing**. Nothing in this Agreement shall be construed as an admission of wrongdoing or liability on the part of any of the Parties.

7. **Mutual Non-Disparagement.**

   a. Mr. Braganza agrees he shall not make or cause to be made any false public statement, whether in the form of written, oral or electronic communications, concerning or related to TMM Data. Nothing in this Agreement shall, however, be deemed to prevent Mr. Braganza from testifying truthfully to the extent required by law, court order or subpoena, or from disclosing information to his attorneys, accountants, or other professional advisors as necessary in the scope of their representation.

   b. TMM Data agrees that it shall not make or cause to be made any false public statement, whether in the form of written, oral or electronic communications, concerning or related to Mr. Braganza. Nothing in this Agreement, however, shall be deemed to prevent TMM Data employees and representatives from testifying truthfully to the extent required by law, court order or subpoena, or from disclosing information to their attorneys, accountants, or other professional advisors as necessary in the scope of their representation.

8. **Attorneys' Fees.** Except as expressly provided herein, the Parties agree to bear their own attorneys' fees, costs and expenses arising from this matter.

9. **Construction**. This Agreement shall be construed according to its plain meaning and shall not be construed by a court of law against any of the Parties as the drafter hereof. The Parties agree that they were both represented by counsel in connection with this Agreement.

10. **Governing Law**. The Parties agree that this Agreement shall be governed by and construed in accordance with the internal laws and judicial decisions of the State of North

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Carolina, without regard to otherwise applicable conflict of laws principles. The Parties further agree that any action to enforce the terms and conditions of this Agreement shall be brought only in the United States District Court for the Eastern District of North Carolina or in the General Court of Justice, Superior Court Division, in Wake County, North Carolina.

11. **Severability**. If any portion of this Agreement is void or deemed unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force.

12. **Miscellaneous**. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter contained herein and supersedes any and all prior and contemporaneous agreements, representations and understandings of the Parties related to such subject matter. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. No waiver of any provision in this Agreement shall be valid unless in writing and signed by the Party waiving any particular provision. This Agreement shall not be modified or amended unless executed in writing by each of the Parties.

13. **Effective Date of Agreement**. This Agreement shall become effective on the date that it has been fully executed by both Parties.

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

_____   _____
Ashish Braganza   Date

TMM Data, LLC

By: _____   _____
    Its duly authorized agent   Date

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